

1. CONDITIONS OF CONTRACT

The successful service provider undertakes:

- 1.1. To treat all relevant and available data and/or information provided by the FoodBev SETA and its employees strictly confidential;
- 1.2. Not to discuss or make any information available to any member of the public, press or other service provider/consultant or any other unauthorized person(s) except as authorized by the FoodBev SETA;
- 1.3. Not to copy or duplicate any software or documentation for private use;
- 1.4. To give back to the FoodBev SETA all documentation, reports, programmes etc. upon completion of the project;
- 1.5. General conditions of tender, contracts and orders will be applicable in the execution of the contract;
- 1.6. Parking and travel between the prospective service provider's home/office and the FoodBev SETA will be borne by the Service Provider;
- 1.7. Failure to adhere to the above conditions will lead to the invalidation of the quotation;
- 1.8. The FoodBev SETA reserves the right to discontinue work on any element of the quotation at any given time in consultation with the Senior Manager: Human Resources of the FoodBev SETA, for example the quality of work delivered is poor or the service provider is unduly delaying delivery of service;
- 1.9. Enter into a Service Level Agreement with the FoodBev SETA before the final acceptance of the tender proposal.
- 1.10. The Contract/SLA may be finalized within a period of maximum of five (5) working days for signature before commencement of the work. Bidders must note that FoodBev SETA contracts are vetted by outsourced lawyers therefore it is important to note that it is the responsibility of the bidder to also vet their contract before signing it off.
- 1.11. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 1.12. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for specific goals, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 1.13. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots

2. IMPORTANT INFORMATION TO NOTE - GUIDELINES

2.1. Disclosures

Bidder to disclose if they have been subject to proceedings or other arrangements relating to bankruptcy or insolvency

3. DISCLAIMER

- 3.1. FoodBev SETA reserves the right not to appoint a service provider
- 3.2. Not to appoint a bid that scored the highest points i.e. award a bid, on reasonable and justifiable grounds, to a bidder that did not score the highest points

- 3.3. Award the contract or any part thereof to one or more service providers
- 3.4. Reject all bids
- 3.5. Decline to consider any bids that do not conform to any aspect of the bidding requirements
- 3.6. Request further information from any bidder after closing date for clarity purposes
- 3.7. Cancel this RFQ or any part thereof at any time
- 3.8. Require the shortlisted bidders to make presentations at the venue communicated with the bidder and this presentation will be made by bidder at their own cost
- 3.9. Points scored will be rounded to 2 decimals
- 3.10. FoodBev SETA does not communicate with any bidders telephonically indicating that the bidder will be assisted to receive the award in return of financial resources. FoodBev SETA does not request bribes from any of the bidders and should a bidder receive such request, please that bidder must immediately notify FoodBev SETA and the police.

4. CONFIDENTIALITY

- 4.1. Bids submitted will not be revealed to any other bidders and will be treated with utmost confidentiality
- 4.2. All information pertaining to FoodBev SETA obtained by the bidder as a result of participation in this RFQ is confidential and must not be disclosed without written authorisation from the FoodBev SETA
- 4.3. The project lead will abide by FoodBev SETA Code of Conduct and all laws, rules and regulations that govern the SETA

5. MISCELLANEOUS

- 5.1. The service provider should include any additional information deemed useful to the FoodBev SETA in evaluating the proposal.

6. NEGOTIATIONS

- 6.1. FoodBev SETA will enter into negotiations to agree on fees, scope of work, scope of service, and other salient commercial terms with the preferred bidder.

7. VALIDITY

- 7.1. The proposal provided to FoodBev SETA in terms of this request for quotations will be valid for a period of 120 days from the date of submission with the exception of the Tax and BBBEE certificates which must still be valid at the time of award.
- 7.2. Should there be a need to request extension of the finalization of the award of the bid, the bidders will be duly informed, and the tender/proposal will remain valid except for items mentioned above.

8. CONDITIONS OF PAYMENT

- 8.1. No service should be provided to FoodBev SETA before an official purchase order has been issued to the supplier. An invoice supported by all relevant documentation must be submitted to FoodBev SETA for certification and authorization before payment can be made. Invoices will be payable 30 days after receipt of the invoice and statement.

9. COST OF TENDERING/ PROVIDING QUOTATIONS

- 9.1.** The bidders shall bear all costs and expenses associated with the preparation and submission of the tender document/proposal. FoodBev SETA shall under no circumstances be responsible and/or liable for any such costs, regardless of, and without limitation to the conduct or outcome of the tendering, evaluation, and selection process. The bidder will have no claim against FoodBev SETA where bids are cancelled for whatever reason.

10. UNSUCCESSFUL BIDDERS

- 10.1.** Please note FoodBev SETA decision on the selection of the successful bidder is final and FoodBev will not enter any further correspondence and/or negotiations with any unsuccessful bidder.